



EP 1567

68529/A/JLT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:

N Haley, et al

RADIATION-SENSITIVE
COMPOSITION CONTAINING A
RESOLE RESIN, A NOVOLAC
RESIN, AN INFRARED ABSORBER
AND A TRIAZINE AND USE
THEREOF IN LITHOGRAPHIC
PRINTING PLATES

Serial No. US 08/534,135

Filed 26 September 1995

Honorable Assistant Commissioner for Patents
Washington, D.C. 20231

Sir:

Group Art Unit: 1507

Examiner: L. Weiner

I hereby certify that this correspondence is being
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20231

J. Lanny Tucker
J. Lanny Tucker, Reg. No. 27,678

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TERMINAL DISCLAIMER

The undersigned certifies, based on a review of the pertinent documents, that EASTMAN KODAK COMPANY, a corporation of the State of New Jersey, having a principal place of business at 343 State Street, Rochester, New York 14650-2201, is the assignee from the inventors of Property No. 1, which is related U.S. Patent No. 5,372,907, 13 December 1994, for RADIATION-SENSITIVE COMPOSITION CONTAINING A RESOLE RESIN AND A NOVOLAC RESIN AND USE THEREOF IN LITHOGRAPHIC PRINTING PLATES as well as Property No. 2 which is the instant application U.S. Serial No. 08/534,135, filed on 26 September 1995 as a Continuation of U.S. Serial No. 08/212,434, filed 14 March 1994, now abandoned. As evidence of its ownership of Property No. 1, attention is directed to the recording of the assignment at Reel 6555, Frame(s) 987-989. As evidence of its ownership of Property No. 2, attention is directed to the recording of the assignment at Reel 6910, Frame(s) 231-232.

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EASTMAN KODAK COMPANY hereby disclaims the terminal portion of any U.S. patent granted on this application, Property No. 2; namely, U.S. Serial No. 08/534,135, which would extend beyond the statutory expiration date of the aforesaid related, Property No. 1, and hereby agrees that any U.S. patent so granted on the above-identified application, Property No. 2, shall be enforceable only for and during such period that the legal title to said any U.S. Patent shall be the same as the legal title to said related Property No. 1, this agreement to run with any patent granted on the above-identified application, Property No. 2, and to be binding upon the grantee, its successors or assigns. EASTMAN KODAK COMPANY does not disclaim any part of said any patent granted on said above-identified application Property No. 2 prior to the statutory expiration date as presently shortened by this terminal disclaimer, even if said related Property No. 1 later expires for failure to pay a maintenance fee or for any other reason except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Please charge the fee to Deposit Account No. 05-0225. A duplicate copy of this request is enclosed.

Dec. 9, 1996

Date

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